

MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

✗ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s.

PMO *P3801001* 107
COMPANIES HOUSE
A11 *A72UKF3F* 34
COMPANIES HOUSE
A42 *AA6FEEVS* 100
11/11/2009
COMPANIES HOUSE

1 Company details

Company number 0 0 0 4 1 2 5 4

Company name in full Hampshire County Cricket Ground Company, Limited

(The) (the "Charging Company")

→ Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 0 3 1 1 2 0 0 9

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description Legal Mortgage dated 3 November 2009 made between the Charging Company in
favour of the English Sports Council (trading as "Sport England") (the
"Legal Mortgage")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured The Secured Sums (as defined in the attached
Schedule A on the continuation page entitled
'Amount secured')

Continuation page
Please use a continuation page if
you need to enter more details.

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page
Please use a continuation page if you need to enter more details.

Name The English Sports Council

Address 3rd Floor Victoria House, Bloomsbury Square,
London

Postcode W C 1 B 4 S E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page
Please use a continuation page if you need to enter more details.

Short particulars

See Part II of the attached Schedule B on the attached continuation pages entitled 'Short particulars of all the property mortgaged or charged'. See Part I of Schedule B for definitions of the capitalised terms in Parts II and III of Schedule B.

Part III of Schedule B refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Legal Mortgage and which must be read as part of those charges.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

Not applicable.

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X *James LLP*

X

This form must be signed by a person with an interest in the registration of the charge.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name F3B: VB/NT

Company name Lovells LLP

Address

Post town

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included the original deed with this form.
- ☒ You have entered the date the charge was created.
- ☒ You have supplied the description of the instrument.
- ☒ You have given details of the amount secured by the mortgagee or chargee.
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property mortgaged or charged.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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| 4 | Amount secured | |
| Please give us details of the amount secured by the mortgage or charge. | | |
| Amount secured | <p style="text-align: center;">Schedule A Amount Secured</p> <p>In this Schedule A, references to Clauses and Schedules are to Clauses of, and Schedules to, the Legal Mortgage unless otherwise specified. References to Sport England include any person to which it has assigned or transferred the whole or any part of its rights in accordance with the terms of the Lottery Funding Agreements. References in this Schedule A to the Legal Mortgage or to any other document include reference to the Legal Mortgage, or to such other document, as varied in any manner from time to time. In this Form MG01 the following expressions have the following meanings respectively set out below:</p> <p>"Award Letter" means the lottery funding deed dated 24 January 1997 between Hampshire County Cricket Club Limited and Sport England (as amended and restated by the Deed of Grant and the Deed of Settlement and Variation) as amended, supplemented, replaced and/or restated from time to time and notwithstanding any changes to or increase in the principal amount of the grant made available to Hampshire Cricket Limited under it;</p> <p>"Charged Assets" means all such property and assets of the Charging Company as are charged to Sport England pursuant to the provisions of the Legal Mortgage;</p> <p>"Deed of Grant" means the lottery funding deed dated 17 August 2001 between Hampshire County Cricket Club Limited and Sport England as amended, supplemented, replaced and/or restated from time to time and notwithstanding any changes to or increase in the principal amount of the grant made available to Hampshire Cricket Limited under it;</p> <p>"Deed of Settlement and Variation" means the deed of settlement and variation between Hampshire Cricket Limited, Rose Bowl PLC and Sport England dated 1 October 2009;</p> <p>"Letter of Indemnity" means the letter of indemnity from Hampshire Cricket Limited to Sport England and countersigned by Rose Bowl PLC, dated on or about the date of the Legal Mortgage containing an indemnity for fees;</p> <p>"Lottery Funding Agreements" means the Award Letter and Deed of Grant;</p> <p>"Secured Sums" means:</p> <ol style="list-style-type: none"> 1. all money and liabilities for the time being which are due and payable by Hampshire Cricket Limited, the Charging Company or Rose Bowl PLC to Sport England under the Lottery Funding Agreements, Deed of Settlement and Variation, the Sport England Debentures and/or the Letter of Indemnity, whether actually or contingently, whether alone or jointly with others and whether as principal or surety or otherwise, and in whatever name or style; and 2. all other sums expressed to be secured by the other provisions of the | |

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Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

Legal Mortgage, including but not limited to Clause 24 (Costs, Charges and Expenses);

"**Sport England Debentures**" means the debenture between Hampshire Cricket Limited and Sport England dated 1 October 2009, and the debenture between Rose Bowl PLC and Sport England dated 1 October 2009.

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Schedule B
Short Particulars

In this Schedule B, references to Clauses and Schedules are to Clauses of, and Schedules to, the Legal Mortgage unless otherwise specified. References to Sport England include any person to which it has assigned or transferred the whole or any part of its rights in accordance with the terms of the Lottery Funding Agreements. References in this Schedule B to the Legal Mortgage or to any other document include reference to the Legal Mortgage, or to such other document, as varied from time to time. In this Form MG01 the following expressions have the following meanings respectively set out below:

Part I - Definitions

"Award Letter" means the lottery funding deed dated 24 January 1997 between Hampshire County Cricket Club Limited and Sport England (as amended and restated by the Deed of Grant and the Deed of Settlement and Variation) as amended, supplemented, replaced and/or restated from time to time and notwithstanding any changes to or increase in the principal amount of the grant made available to Hampshire Cricket Limited under it;

"Charged Assets" means all such property and assets of the Charging Company as are charged to Sport England pursuant to the provisions of the Legal Mortgage;

"Compass Legal Mortgage" means the legal mortgage between the Charging Company and Compass Contract Services (UK) Limited dated 3 November 2009 securing a principal amount not exceeding £3 million together with interest, costs, VAT, charges and expenses which are payable by Hampshire Cricket Limited under the debenture granted by it and in favour of Compass Contract Services (UK) Limited;

"Deed of Grant" means the lottery funding deed dated 17 August 2001 between Hampshire County Cricket Club Limited and Sport England as amended, supplemented, replaced and/or restated from time to time and notwithstanding any changes to or increase in the principal amount of the grant made available to Hampshire Cricket Limited under it;

"Deed of Settlement and Variation" means the deed of settlement and variation between Hampshire Cricket Limited, Rose Bowl PLC and Sport England dated 1 October 2009;

"Encumbrance" includes any charge, debenture, mortgage, lien, security, assignment or any other encumbrance;

"Existing Security" means the existing charges (if any) created by the Charging Company referred to in Part B of the Schedule to the Legal Mortgage;

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Short particulars

"Insurances" means all present and future contracts or policies of insurance relating to the Property taken out by the Charging Company or in relation to the Property in which the Charging Company from time to time has an interest and all proceeds of such policies;

"Letter of Indemnity" means the letter of indemnity from Hampshire Cricket Limited to Sport England and countersigned by Rose Bowl PLC, dated on or about the date of the Legal Mortgage containing an indemnity for fees;

"Lottery Funding Agreements" means the Award Letter and Deed of Grant;

"Property" means all the property and all buildings and structures and all fixed plant and machinery and fixtures for the time being charged to Sport England under Clause 3.1(a) of the Legal Mortgage and (where the context permits) includes each or any part of them;

"Secured Sums" means:

1. all money and liabilities for the time being which are due and payable by Hampshire Cricket Limited, the Charging Company or Rose Bowl PLC to Sport England under the Lottery Funding Agreements, Deed of Settlement and Variation, the Sport England Debentures and/or the Letter of Indemnity, whether actually or contingently, whether alone or jointly with others and whether as principal or surety or otherwise, and in whatever name or style; and

2. all other sums expressed to be secured by the other provisions of the Legal Mortgage, including but not limited to Clause 24 (Costs, Charges and Expenses);

"Sport England Debentures" means the debenture between Hampshire Cricket Limited and Sport England dated 1 October 2009, and the debenture between Rose Bowl PLC and Sport England dated 1 October 2009.

Part II

Particulars of Property Mortgaged or Charged

The Charging Company with full title guarantee charged to Sport England with the payment and discharge of all Secured Sums:

(a) by way of first legal mortgage all the property of the Charging Company described in Part A of the Schedule to the Legal Mortgage ~~(including~~ Title Numbers HP 622288, HP 541153, HP 542916 and HP 624960), together with all buildings, structures, trade fixtures and fixed plant and machinery at any time on it and all improvements and additions to it, and any proceeds of sale from it; and

(b) by way of fixed charge, all moneys from time to time payable to the Charging Company under or pursuant to the Insurances (including without limitation the right to the refund of any premiums) or as referred to in Clause 11(h) of the Legal Mortgage.

being
included
P.K.

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Part III Covenants and Restrictions

1. By Clause 5 (Negative Pledge and Other Restrictions) of the Legal Mortgage, the Charging Company covenanted that it would not without the prior written consent of Sport England:

(a) create, or attempt to create, or allow to arise or subsist any Encumbrance (except for a lien arising by operation of law in the normal and proper course of business and any Existing Security over any of the Charged Assets and (once Sport England has given its consent thereto) the Compass Legal Mortgage), or increase or extend any liability secured on the Charged Assets by any Existing Security;

(b) sell, transfer, lease or otherwise dispose of any part of the Property (including without limitation any lease comprising the Property) or any estate or interest in it or any interest in the Insurances relating thereto (except pursuant to Clause 5.1(a) of the Legal Mortgage), or agree to do so; or

(c) make or permit to be made any material change (as conclusively determined by Sport England, acting reasonably) in the scope or nature of its business (as conducted at the date of the Legal Mortgage).

2. The Legal Mortgage is subject to an intercreditor deed dated 3 November 2009 that regulates the ranking of priority between AIB Group (UK) PLC, Sport England, Compass Contract Services (UK) Limited and the Charging Company.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 41254
CHARGE NO. 13

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 3
NOVEMBER 2009 AND CREATED BY HAMPSHIRE COUNTY
CRICKET GROUND COMPANY,LIMITED(THE) FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
OR ROSE BOWL PLC TO THE ENGLISH SPORTS COUNCIL ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 11 NOVEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 NOVEMBER
2009

*DX
Jed*



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES